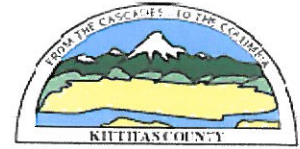


Kittitas County Review Form Grants & Contract Agreement



Today's Date 10/25/2011	Agenda Date
Fund/Department 116-Public Health	

Contract/Grant Information

Contract /Grant Agency: Interlocal Cooperation Agreement between Kittitas County Public Health Department and Aging and Long Term Care Southeast Washington	
Period Begin Date: September 1, 2011	Period End Date: December 15, 2012
Total Grant/Contract Amount: N/A	
Grant/Contract Number:	
Contract/Grant Summary: The Interlocal Cooperation Agreement between Kittitas County Public Health Department and Aging and Long Term Care Southeast Washington for the purpose of utilizing Kittitas County Public Health Department's office space in upper Kittitas County.	

Recommendation for Board of Health and Board of Health Review on _____

Department Head Signature: _____, Administrator Date: _____
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Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:

APPROVED AS TO FORM:

Signature of Prosecutor's Office Date

Signature of Auditor's Office Date

Signature of Board of Health member Date

Financial Information

Total Amount \$	State Funds \$	Federal Funds \$
Percentage County Funds	Matching Funds \$	CFDA#
	In-Kind \$ <small>Explain</small>	
Is Equipment being purchased?	Who owns equipment?	

New Personnel being hired?	Contact HR hiring – reporting requirements
Future impacts or liability to Kittitas County:	

Budget Information

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input type="checkbox"/> Why not
New Division Created?		
Revenue Code		

Pass Through Information

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:

Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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County Departments Impacted

Auditor	Facilities Maintenance
Information Services	Human Resource
Prosecutor	Treasurer

Submitted

Signature:	Date:
Department:	

Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date
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**INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY AND
AGING AND LONG TERM CARE SOUTHEAST WASHINGTON FOR THE PURPOSE
OF SHARING OFFICE SPACE**

:

THIS AGREEMENT is made and entered into by and between Kittitas County, through the Kittitas County Public Health Department ("KCPHD"), and Aging and Long Term Care Southeast Washington ("ALTC") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **Purpose.** To establish an agreement allowing ALTC utilization of the KCPHD office in the Upper Kittitas County Senior Center located at 719 E. 3rd St., Cle Elum, WA 98922 ("KCPHD Office").
2. **Term.** This agreement begins on October 1, 2011 or the effective date of the agreement, whichever is later, and ends upon 5 days written notice by either party or on September 30, 2012.
3. **Duties of KCPHD.** KCPHD shall:
 - a. Provide one key to ALTC designated staff person for entrance to the KCPHD office;
 - b. Ensure that the KCPHD office is reserved for ALTC each Wednesday from 8:00am until 5:00pm;
 - c. Allow storage of a sandwich board in the office while not in use; and
 - d. Allow placement of ALTC signage in window of KCPHD office.
4. **Duties of ALTC.** ALTC shall:
 - a. Ensure all utilities are turned off and the KCPHD office is secured before leaving;
 - b. Ensure cleanliness after using the space and proper disposal of garbage;
 - c. Maintain insurance per Exhibit A while using the KCPHD office;
 - d. Only use the KCPHD office on Wednesdays from 8:00am to 5:00pm, and request permission from KCPHD administrator to change or expand hours, if applicable;
 - e. Only use the KCPHD office for activities consistent with ALTC's purpose;
 - f. Comply with all applicable laws of local, state and federal governments;
 - g. Notify KCPHD administrator immediately if any confidential material is left in the KCPHD office, and maintain confidentiality of all KCPHD information;
 - h. Respect Upper Kittitas County Senior Center property, grounds, volunteers, staff and members; and
 - i. Only utilize ALTC-owned computers, phones and supplies.
5. **Notices.** The following parties are the administrators of this Agreement. Notices required or permitted under this Agreement shall be mailed to the respective parties as follows:

**Kittitas County Public Health
Department**

**Aging and Long Term Care
Southeast Washington**

Robin Read
Health Promotion Supervisor
507 N. Nanum Street, Suite 102
Ellensburg, WA 98926
Phone: (509) 962-7003
Fax: (509) 962-7581
E-mail:
robin.read@co.kittitas.wa.us

Rosemary Meyer
Local Program Coordinator
206 West 1st Ave.
Ellensburg, WA 98926
Phone: (509) 925-8765
Fax: (509) 925-8768
E-mail:XXX

6. **Participation in Similar Activities.** This instrument in no way restricts KCPHD or ALTC from leasing other office space independent of the other party.
7. **Equipment.** No equipment shall be purchased through this agreement.
8. **Hold Harmless.** ALTC shall defend, protect and hold harmless Kittitas County and KCPHD, or any of its officers, agents or employees thereof, from and against all claims, suits or actions arising from any intentional or negligent act or omission of ALTC, or ALTC's officers, agents, employees while performing in the KCPHD office or under the terms of this agreement. It is further provided that no liability shall attach to KCPHD by reason of entering into this agreement except as expressly provided herein.
9. **Insurance.** ALTC shall obtain and maintain insurance as provided in Exhibit A.
10. **Confidentiality.** No information is stored in the KCPHD office space, nor is any information intended to be communicated or released to ALTC. Should ALTC inadvertently receive any KCPHD information, ALTC shall keep confidential all information that it receives from KCPHD, and shall immediately notify the KCPHD administrator of the receipt of such information.
11. **Financing.** KCPHD will remain responsible for the rental cost and all utility services for the KCPHD office. Each party will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of each agency. No funds will be transferred, and no equipment will be purchased through this agreement. Nothing in this Agreement shall obligate either KCPHD or ALTC to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among KCPHD and other agencies will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate authority. This Agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable policies and procedures.
12. **Independent Capacity.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13. **Prohibition against Discrimination.** ALTC shall not discriminate against any client, patient, or use of service because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental or physical handicap.
14. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party.
15. **Governance.** This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
16. **Severability.** In the event any term or condition of this Agreement, or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
17. **Entire Agreement: Possible Amendments.** This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.
18. **Effective Date.** The effective date of this agreement shall be upon execution by both parties.
19. **Authorized Representatives.** By signature below, the parties certify that the individuals listed in this document as representatives of the party are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2011.

Kittitas County Public Health Department

Date: _____

Aging and Long Term Care Southeast Washington

Date: _____

_____ Date: _____

Chairperson

Kittitas County Board of Commissioners

ATTEST:

Julie Kjorsvik, Clerk of the Board

EXHIBIT "A"

ALTC shall secure and maintain in effect at all times during the term of this Agreement such insurance as will protect ALTC, its Support and Kittitas County from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the work or this Agreement, whether such performance is by ALTC or any of its Support.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

ALTC shall provide proof of insurance for:

- 1) Commercial General Liability Insurance.
 - Coverage limits not less than:
 - \$2,000,000 per occurrence per project
 - \$5,000,000 general aggregate
 -
 - Thirty (30) days written notice to the County of cancellation of the insurance policy.

ALTC shall furnish the County a certificate of insurance with Endorsement as evidence that policies providing insurance required by this Agreement are in full force and effect. ALTC hereby waives all rights of recourse, including any right to which another may be subrogated, against Kittitas County for personal injury, including death, and property damage. ALTC's insurance policies required above shall be primary insurance and shall be non-contributing with any other insurance maintained by Kittitas County.

ALTC shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, ALTC's employee-owned tools, machinery, equipment, or motor vehicles owned or rented

by ALTC, or the ALTC's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

ALTC shall have sole responsibility for ensuring the insurance coverage and limits required are obtained by any subcontractors.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance with Endorsement, properly completed and in the amount required, is attached hereto.